

<i>SERFF Tracking Number:</i>	<i>FARM-125282787</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Farmers Insurance Exchange, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026048</i>
<i>Company Tracking Number:</i>	<i>J2AR070906RSBD1</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non- Liability</i>	<i>Sub-TOI:</i>	<i>05.0002 Businessowners</i>
<i>Product Name:</i>	<i>Retail Service Expansion - Phase II (Forms revision)</i>		
<i>Project Name/Number:</i>	<i>Retail Service Expansion - Phase II (Forms revision)/J-AR-2007-RS-F</i>		

Filing at a Glance

Companies: Farmers Insurance Exchange, Mid-Century Insurance Company, Truck Insurance Exchange		
Product Name: Retail Service Expansion - Phase II (Forms revision)	SERFF Tr Num: FARM-125282787	State: Arkansas
TOI: 05.0 Commercial Multi-Peril - Liability & Non-Liability	SERFF Status: Closed	State Tr Num: AR-PC-07-026048
Sub-TOI: 05.0002 Businessowners	Co Tr Num: J2AR070906RSBD1	State Status:
Filing Type: Form	Co Status:	Reviewer(s): Betty Montesi, Llyweyia Rawlins, Brittany Yielding
	Authors: Tina Campbell, Bernice Diaz, Cynthia Nelson, Bill Riedley, Mina Villegas, Edward Petersen, Chris SalvaCruz	Disposition Date: 09/21/2007
	Date Submitted: 09/11/2007	Disposition Status: Approved
Effective Date Requested (New): 11/01/2007		Effective Date (New): 11/01/2007
Effective Date Requested (Renewal):		Effective Date (Renewal):

General Information

Project Name: Retail Service Expansion - Phase II (Forms revision)	Status of Filing in Domicile: Pending
Project Number: J-AR-2007-RS-F	Domicile Status Comments: Filing being made in California.
Reference Organization:	Reference Number:
Reference Title:	Advisory Org. Circular:
Filing Status Changed: 09/21/2007	
State Status Changed: 09/11/2007	Deemer Date:
Corresponding Filing Tracking Number:	
Filing Description:	
Farmers Insurance Group of Companies respectfully submits the following seven revised endorsements designed to enhance coverage for our Businessowners Retail and Service Program.	

- Spa Services Professional Liability Coverage – E4298 2nd Edition (91-4298 2nd Edition 7-07)

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Liability
Product Name: Retail Service Expansion - Phase II (Forms revision)
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- Customers Property Coverage – E7148 3rd Edition (91-7148 3rd Edition 8-07)
- Veterinarian – Animal Bailee Coverage – E6279 2nd Edition (91-6279 2nd Edition 8-07)
- Pet Services – Animal Bailee Coverage – E6280 2nd Edition (91-6280 2nd Edition 8-07)
- Art Gallery Coverage – E6282 3rd Edition (91-6282 3rd Edition 8-07)
- Exclusion – Architects, Engineers and Surveyors Professional Liability – E6283 2nd Edition (91-6283 2nd Edition 7-07)
- Laundry Facilities and Dry Cleaners Additional Coverages – E6284 3rd Edition (91-6284 3rd Edition 8-07)

Upon review of our Retail and Service portfolio of the previously approved endorsements, we identified the forms listed above to contain either redundant information, incomplete information, or information that may be potentially open to misinterpretation. We submit these forms, seeking clarity, for your approval.

The previous versions of these forms were approved in filing number AR-PC-07-025340.

If you have any questions regarding this forms filing, please contact Ted Petersen at (805) 306-6542, fax number (805) 306-6667, or email Ted.Petersen@FarmersInsurance.com. Your early approval of this filing is appreciated.

Company and Contact

Filing Contact Information

Charlene Hall, Commercial Contract Manager Charlene_Hall@farmersinsurance.com
3041 Cochran Street (805) 306-6648 [Phone]
Simi Valley, CA 93065 () -[FAX]

Filing Company Information

Farmers Insurance Exchange	CoCode: 21652	State of Domicile: California
4680 Wilshire Blvd.	Group Code: 212	Company Type:
Los Angeles, CA 90010	Group Name:	State ID Number:
(323) 932-3056 ext. [Phone]	FEIN Number: 95-2575893	

Mid-Century Insurance Company	CoCode: 21687	State of Domicile: California
4680 Wilshire Blvd.	Group Code: 212	Company Type:
Los Angeles, CA 90010	Group Name:	State ID Number:

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Product Name: Retail Service Expansion - Phase II (Forms revision)
Project Name/Number: Retail Service Expansion - Phase II (Forms revision)/J-AR-2007-RS-F

(323) 932-3056 ext. [Phone]

FEIN Number: 95-6016640

Truck Insurance Exchange

CoCode: 21709

State of Domicile: California

4680 Wilshire Blvd.

Group Code: 212

Company Type:

Los Angeles, CA 90010

Group Name:

State ID Number:

(323) 932-3056 ext. [Phone]

FEIN Number: 95-2575892

SERFF Tracking Number: FARM-125282787 *State:* Arkansas
First Filing Company: Farmers Insurance Exchange, ... *State Tracking Number:* AR-PC-07-026048
Company Tracking Number: J2AR070906RSBD1
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Filing Fees

Fee Required? Yes
Fee Amount: \$150.00
Retaliatory? No
Fee Explanation: 3 companies \$50 each = \$150.00
Per Company: No

CHECK NUMBER	CHECK AMOUNT	CHECK DATE
3010639441	\$150.00	09/11/2007

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Llyweyia Rawlins	09/21/2007	09/21/2007

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Disposition

Disposition Date: 09/21/2007
Effective Date (New): 11/01/2007
Effective Date (Renewal):
Status: Approved
Comment:

Rate data does NOT apply to filing.

Overall Rate Information for Multiple Company Filings

Overall Percentage Rate Indicated For This Filing	0.000%
Overall Percentage Rate Impact For This Filing	0.000%
Effect of Rate Filing-Written Premium Change For This Program	\$0
Effect of Rate Filing - Number of Policyholders Affected	0

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First Filing Company: Farmers Insurance Exchange, ... State Tracking Number: AR-PC-07-026048

Company Tracking Number: J2AR070906RSBD1

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners Liability

Product Name: Retail Service Expansion - Phase II (Forms revision)

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Uniform Transmittal Document-Property & Casualty	Approved	Yes
Form	Spa Services Professional Liability Coverage	Approved	Yes
Form	Customers Property Coverage	Approved	Yes
Form	Veterinarian - Animal Bailee Coverage	Approved	Yes
Form	Pet Services - Animal Bailee Coverage	Approved	Yes
Form	Art Gallery Coverage	Approved	Yes
Form	Exclusion - Architects, Engineers and Surveyors Professional Liability	Approved	Yes
Form	Laundry Facilities and Dry Cleaners Additional Coverage	Approved	Yes

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Form Schedule

Review Status	Form Name	Form #	Edition Date	Form Type Action	Action Specific Data	Readability	Attachment
Approved	Spa Services Professional Liability Coverage	91-4298	2nd	Endorsement/Amendment/Conditions	Replaced Form #: 12.00 91-4298 1st edition Previous Filing #: AR-PC-07-025340		E4298 ED2 (91-4298) 7-07.pdf
Approved	Customers Property Coverage	91-7148	3rd	Endorsement/Amendment/Conditions	Replaced Form #: 12.00 91-7148 2nd edition Previous Filing #: AR-PC-07-025340		E7148 ED3 (91-7148) 8-07.pdf
Approved	Veterinarian - Animal Bailee Coverage	91-6279	2nd	Endorsement/Amendment/Conditions	Replaced Form #: 12.00 91-6279 1st edition Previous Filing #: AR-PC-07-025340		E6279 ED2 (91-6279) 8-07.pdf
Approved	Pet Services - Animal Bailee Coverage	91-6280	2nd	Endorsement/Amendment/Conditions	Replaced Form #: 12.00 91-6280 1st edition Previous Filing #: AR-PC-07-025340		E6280 ED2 (91-6280) 8-07.pdf
Approved	Art Gallery Coverage	91-6282	3rd	Endorsement/Amendment/Conditions	Replaced Form #: 12.00 91-6282 1st edition Previous Filing #: AR-PC-07-025340		E6282 ED3 (91-6282) 8-07.pdf
Approved	Exclusion - Architects,	91-6283	2nd	Endorsement/Amendment	Replaced Form #: 12.00 91-6283 1st		E6283 ED2 (91-6283) 7-

SERFF Tracking Number: FARM-125282787 State: Arkansas

First Filing Company: Farmers Insurance Exchange, ... State Tracking Number: AR-PC-07-026048

Company Tracking Number: J2AR070906RSBD1

TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners Liability

Product Name: Retail Service Expansion - Phase II (Forms revision)

Project Name/Number: Retail Service Expansion - Phase II (Forms revision)/J-AR-2007-RS-F

	Engineers and Surveyors Professional Liability	ent/Condi ons	edition Previous Filing #: AR-PC-07- 025340	07.pdf
Approved	Laundry Facilities 91-6284 3rd and Dry Cleaners Additional Coverage	Endorseme Replaced nt/Amendm ent/Condi ons	Replaced Form #:12.00 91-6284 1st edition Previous Filing #: AR-PC-07- 025340	E6284 ED3 (91-6284) 8- 07.pdf



FARMERS

E4298
2nd Edition

SPA SERVICES PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

The Businessowners Liability Coverage Form is amended as follows:

- A. For the insurance provided by this endorsement, all provisions under Paragraph A.1. **Business Liability** will also apply to other injury.
- B. Paragraph A. **Coverages** also applies to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering of or failure to render "Professional Services".
- C. Paragraph B. **Exclusions** is amended as follows:

- 1. Paragraph 1.b. **Contractual Liability** is replaced by the following:

This insurance does not apply to:

- b. "Bodily injury", "property damage", "personal injury", "advertising injury" or other injury for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.
 - 2. The following are added to B.1.j. - **Exclusions - Professional Services**.
 - (10) The violation of any statute, or governmental rule or regulation; however, this exclusion does not apply to the failure to perform a predisposition of skin test.
 - (11) The removal of hair by electrolysis or laser, unless performed by a state licensed practitioner.
 - (12) Hair implanting, hair transplanting and hair weaving or any attempt at these.
 - (13) The use of any dye or coloring to eyelashes or eyebrows except mascara or eyebrow pencils, which are specifically manufactured for eye use.
 - (14) Tattooing, including but not limited to the insertion of pigment into or under the skin.
 - (15) Any invasive procedure or procedure involving injections, including but not limited to face lifting, the removal of warts, moles or growths or any attempt at these.
 - (16) Chiropody, podiatry or chiropractics.
 - (17) Plastic surgery.
 - (18) The operation of a beauty, barber, cosmetology, manicuring/nail school or any other professional beauty or beauty products school.
 - (19) Any health or therapeutic service treatment, advice or instruction other than "Professional Services" at a day spa.
 - 3. Paragraphs B.1.j.(5) and B.1.j.(6) - **Exclusions - Professional Services** - are deleted.

- D. Paragraph C.2 - **Who Is An Insured** is replaced by the following:

- 2. Each of the following is also an insured:

- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:

- (1) "Bodily injury" or "personal injury" and "advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages of the injury described in Paragraphs (1)(a) or (1)(b); or
 - (d) Any independent contractor who is given space, chairs, table, and/or room to perform duties for the "Named Insured" at the insured's premises.
- (2) "Property damage" to property:
- (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
- E. Paragraph D.2. **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:
2. The most we will pay for the sum of all damages because of all:
- a. "Bodily injury", "property damage" and medical expenses arising out of any one "occurrence";
 - b. "Personal injury" and "advertising injury" sustained by any one person or organization; and
 - c. Other injury arising out of any one "occurrence";
- is the Liability and Medical Expenses limit shown in the Declarations. But the most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses limit shown in the Declarations.
- F. For the coverage provided by this endorsement, the following is added Paragraph F. **Liability And Medical Expenses Definitions**.
20. "Professional Services" means:
- a. Haircutting, hair styling, hair dyeing, hair trimming, hair shaving, hair conditioning or hair shampooing;
 - b. Body and face massage, aromatherapy, tanning, body waxing, hydrotherapy, and sauna;
 - c. Manicures and Pedicures; and
 - d. Advice or instruction for the purpose of appearance, personal grooming or therapy in connection with any of the services described in a., b. and c. above.
- G. For the coverage provided by this endorsement, the following is added Paragraph F. 12. of **Liability And Medical Expenses Definitions** - "Occurrence".
- "Occurrence" is to include any act or omission arising out of the rendering of or failure to render "Professional Services".

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

CUSTOMERS PROPERTY COVERAGE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **G - DEFINITIONS**.

\$ _____ Limit Of Insurance Per Occurrence

\$ 1000 Deductible Per Occurrence

A. COVERAGE

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property, as used in this Coverage Form, means your customer's property you accept for servicing. Coverage applies to such property in your possession while at the premises described in the Declarations.

2. Covered Causes of Loss

We cover all external risks of direct physical "loss" unless the loss is excluded in Section **B., EXCLUSIONS**.

3. Coverage Extensions

In addition to the Limit of Insurance shown above, you may extend the insurance provided by this Coverage Form as provided as follows.

a. Customer's Property At Newly Acquired Locations

1. You may extend the insurance provided in this Coverage Form to apply to your customers' property at any newly acquired location. The most we will pay for loss or damage under this Coverage Extension is 25% of the Limits of Insurance shown above.
2. Insurance under this Coverage Extension for each newly acquired location will end when one of the following first occurs:
 - (a) This policy expires or is terminated;
 - (b) The 30th day after you report the new location to us.

b. Customer's Property While In Transit

1. You may extend the insurance provided in this Coverage Form to apply to your customer's property for which you are responsible while in transit between the premises described in the Declarations and the customer's premises.
2. The most we will pay for loss or damage under this Coverage extension is 10% of the Limit of Insurance shown above.

c. Customer's Property At Locations Not Shown Or Described On The Declarations

1. You may extend the insurance provided in this Coverage Form to apply to your customer's property that has been delivered at your request to a location not shown in the Declarations.
2. The most we will pay for loss or damage under this Coverage Extension is 10% of the Limit of Insurance shown above.

B. EXCLUSIONS

1. We will not pay for any "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Earth Movement

- (1) Any earth movement (other than sinkhole collapse), such as an earthquake, landslide, mine subsidence or earth sinking, rising or shifting. But if earth movement results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.
- (2) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or volcanic action, we will pay for the loss or damage caused by that fire, building glass breakage or volcanic action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne shockwaves
- (b) Ash, dust, or particulate matter; or
- (c) Lava Flow.

All volcanic eruptions that occur within any 168-hour period will constitute a single occurrence. Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss of or damage to Covered Property.

b. Governmental Action

Seizure or destruction of property by order of governmental authority. But we will pay for "loss" caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under this Coverage Form.

c. Nuclear Hazard

- (1) Any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under this Coverage Form.

d. War and Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for a "loss":

- a.** caused by steam, wet or dampness, spotting, souring, discoloring, mold or mildew, rust, frost or rot unless resulting from a direct "loss" by a Covered Cause of Loss;

- b. caused by insects, vermin, wear and tear, gradual deterioration, depreciation, faulty workmanship, processing or while actually being worked upon, unless fire or explosion ensues, and then only for "loss" or damage caused by such ensuing fire or explosion;
- c. to property held in storage or for which a storage charge is made;
- d. due to theft of goods left on delivery vehicles unless parked in a locked building and there are visible signs of forcible entry into the building.
- e. due to misdelivery, mysterious disappearance, or unexplained "loss;"
- f. due to dishonesty of your employees or any person to whom property is entrusted.
- g. due to delay, loss of market, loss of use or reduction in value.

D. DEDUCTIBLE

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" exceeds the Deductible shown above. We will then pay the amount of loss or damage in excess of the Deductible up to the applicable Limit of insurance.

E. LIMIT OF INSURANCE

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown above.

F. CONDITIONS APPLICABLE TO THIS COVERAGE FORM

1. LOSS SETTLEMENT

We reserve the right to adjust a claim with the owners of the property. Payment to such owners of the amount due from us for property shall be in full satisfaction of any claim of you and the customer. If legal proceedings are taken to enforce a claim against you, we reserve the right without expense to you to conduct and control the defense in your name and on your behalf.

2. PAYMENT OF LOSS.

Failure of you, or at our option, your customer, to render a sworn statement of loss to us within 90 days of the date of "loss" (unless such time is extended in writing by us) shall render such claim null and void.

3. AGREEMENTS PROHIBITED.

You have not and will not enter into any special agreement releasing or limiting the liability of any other bailee or carrier, unless such agreement is specifically reported to us and the policy is so endorsed.

4. RECORDS

You agree to maintain and keep an accurate record of customers' goods and the date such goods were received and charged for.

G. DEFINITIONS

"Loss" means accidental loss or damage.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VETERINARIAN – ANIMAL BAILEE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

When Animal Bailee Coverage is shown in the Declaration, the following applies.

This coverage is subject to the provisions applicable to property coverages of this policy except as provided below:

The coverage provided by this endorsement is subject to the provisions applicable to the Businessowners Special Property Coverage Form attached to this policy, except as otherwise provided within this endorsement.

The following provisions (**A.** through **I.** inclusive) apply only to the coverage provided by this endorsement.

A. Paragraph A.1.b. Business Personal Property is replaced by the following:

b. Business Personal Property

Covered Property as used in this endorsement includes domestic animals owned by your or by others while in your care, custody or control at the premises described in the Declarations, and while away from the premises, but only to the extent of your legal liability for such animals.

B. The following is added to Paragraph A.2. Property Not Covered:

- g.** Animals held as samples; or
- h.** Contraband or animals in the course of illegal transportation or trade; or
- i.** Animals in the care, custody or control of other bailees; or
- j.** Stored eggs, fertilized eggs, semen, or any reproductive in vitro fertilization specimens.

C. Under A.5. Additional Coverages in the Businessowners Special Property Coverage Form:

- 1. Item A.5.b. Preservation of Property** is replaced by the following:

If it is necessary to move the animals from the described premises to preserve them from death or injury by a Covered Cause of Loss, we will pay for "loss" that occurs:

- (1)** While the animals are being moved or while temporarily housed away from the described premises; and
- (2)** Within ten days after the animals are first moved.

- 2. Item n. Accidental Injury to Animals** is added as follows:

We will pay the veterinary expense incurred for treatment of physical injury caused by or resulting from a Covered Cause of Loss to any animal while in your care, custody or control. The most we will pay under this Additional Coverage is **\$10,000** as the result of any one occurrence, but not more than **\$1,000** for any one animal.

D. Under A.6. Coverage Extensions in the Businessowners Special Property Coverage Form:

- 1. Under the Accounts Receivable Coverage Extension 6.f. item (1)(e)** is added as follows:

(e) Prepaid boarding expenses that you are required to refund due to death or injury of an animal caused by or resulting from a covered cause of loss.

E. Section B., Exclusions of the Businessowners Special Property Coverage Form does not apply to this coverage, except for:

- a. Paragraph **B.1.c.**, Governmental Action;
- b. Paragraph **B.1.d.**, Nuclear Hazard; and
- c. Paragraph **B.1.f.**, War and Military Action.

F. Additional Exclusions

The following exclusions apply in addition to the exclusions listed under **B. Exclusions** in the Businessowners Special Property Coverage Form.

We will not pay for "loss" caused by or resulting from any of the following:

1. Theft of animals left in a vehicle overnight, or when the described premises are not open for business. But we will pay for such "loss" if it occurs when the vehicle is in a locked building.
2. Dishonest acts by you, anyone else with an interest in the animals, or your or their employees or authorized representatives, or anyone entrusted with the animals, whether acting alone or in collusion with others or occurring during hours of employment.

This exclusion does not apply with respect to "loss" resulting directly from dishonest acts committed by any of your employees provided for under any optional Employee Dishonesty Coverage applicable to this policy.

3. Delay, misdelivery or unexplained disappearance when there is no evidence that it resulted from a Covered Cause of Loss.
4. Neglect by you to use all reasonable means to save and preserve animals before a "loss."
5. Injury or death that occurs while an animal is being treated by you, any of your employees, or anyone you contract to perform such services, unless the death or injury is the direct result of a Covered Cause of Loss.
6. Illness, disease or genetic defect.

G. Limits of Insurance

1. The most we will pay for "loss" in any one occurrence is the Limit of Insurance shown in the Declarations for Animal Bailee coverage. But in no event will we pay more than **\$2,500** for "loss" of any one animal.
2. The following coverages will not increase the **Limit of Insurance** applicable to Animal Bailee coverage:
 - a. Additional Coverage **A.5.n.** Accidental Injury To Animals; and
 - b. Coverage Extension **A.6.f.** Accounts Receivable.

H. Section **D. Deductibles** of the Businessowners Special Property Coverage form is replaced by the following:

1. We will not pay for "loss" of any one animal until the amount of "loss" exceeds:
 - a. **\$25** for any one animal; or
 - b. **\$100** in any one occurrence if more than four animals are involved.

We will then pay the amount of "loss" in excess of the Deductible up to the applicable Limit of Insurance.

2. We will not pay for accidental injury to any one animal as provided under the Additional Coverage **A.5.n.** until the amount of accidental injury exceeds **\$100**. We will then pay for the amount of accidental injury as provided under Paragraph **A.5.n.** in excess of the Deductible up to the applicable Limit of Insurance.

I. Definitions

"Loss" means death or destruction of an animal caused by or resulting from a Covered Cause of Loss.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PET SERVICES – ANIMAL BAILEE COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

The coverage provided by this endorsement is subject to the provisions applicable to this policy except as otherwise provided within this endorsement.

When Animal Bailee Coverage is shown in the Declarations, the following provisions apply, but only to the coverage provided by this endorsement:

I. Section A. of the Businessowners Special Property Coverage Form is replaced by the following:

A. COVERAGE

We will pay for direct "loss" to **Covered Property** caused by or resulting from a covered cause of loss.

1. **Covered Property**, as used in this endorsement, means domestic animals owned by others while in your care, custody or control at the premises described in the Declarations, or while away from the described premises, but only to the extent of your legal liability for such animals.

2. Property Not Covered

Covered Property does not include:

- a. Animals held as samples or for delivery after sale;
- b. Contraband or animals in the course of illegal transportation or trade;
- c. Animals in the care, custody or control of other bailees.

3. Covered Causes Of Loss

Covered Causes of Loss means the following risks of direct physical loss:

- a. Fire, lightning, or explosion.
- b. Burglary, robbery or theft.
- c. Vandalism, meaning willful or malicious acts causing "loss."
- d. Windstorm or Hail, but not including:
 - (1) Frost or cold weather;
 - (2) Ice (other than hail), snow or sleet whether driven by wind or not;
 - (3) Rain, snow, sand or dust whether driven by wind or not unless the building housing the animal(s) first sustains wind or hail damage to its roof or walls through which the rain, snow, sand or dust enters.
- e. Smoke.
- f. Riot or Civil Commotion, including:
 - (1) Acts of striking employees while occupying your premises; and
 - (2) Looting occurring at the time and place of a riot or civil commotion.
- g. Sprinkler Leakage, meaning leakage or discharge of any substance from an Automatic Sprinkler System, including collapse of a tank that is part of the system.
- h. Aircraft or spacecraft or any object falling from them.
- i. Accidental shooting or poisoning by persons other than you or your employees.
- j. Attack by other animals.
- k. Accidental escape or electrocution.
- l. Earthquake.
- m. Sinkhole collapse, meaning the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite.
- n. Volcanic Action, meaning the eruption of a volcano when "loss" is caused by:
 - (1) Airborne volcanic blast or airborne shock waves;
 - (2) Ash, dust or particulate matter; or
 - (3) Lava flow.

- o. Transportation, meaning "loss" caused by:
 - (1) Collision, derailment or overturn of a transporting vehicle;
 - (2) Stranding or sinking of vessels; or
 - (3) Collapse of bridges, culverts, piers, wharves or docks.

This Cause of Loss applies only while the animals are in the course of transit.

4. Additional Coverages

a. Preservation of Property

If it is necessary to move the animals from the described premises to preserve them from "loss" by a Covered Cause of Loss, we will pay for "loss":

- (1) While the animals are moved or temporarily housed away from the described premises; and
- (2) Only if "loss" occurs within 10 days after the animals are first moved.

b. Accidental Injury to Animals

We will pay the veterinary expense incurred for treatment of physical injury caused by or resulting from a Covered Cause of Loss to any animal while in your care, custody or control. The most we will pay under this Additional Coverage is **\$10,000** in any one occurrence, but not more than **\$1,000** for any one animal.

5. Coverage Extension – Accrued Charges

You may extend the insurance provided by this endorsement to apply to accrued charges made by you for boarding of animals when such charges are:

- a. Due from your clients and unpaid and given up as uncollectible; or
- b. Prepaid by your clients but required to be refunded because of "loss" which resulted in payment of claim under this endorsement.

II. Section **B. Exclusions** of the Businessowners Special Property Coverage Form does not apply to this coverage, except for:

- a. Paragraph **B.1.c.**, Governmental Action;
- b. Paragraph **B.1.d.**, Nuclear Hazard; and
- c. Paragraph **B.1.f.**, War and Military Action.
- d. Paragraph **B.1.g.**, Water

The following exclusions apply in addition to the exclusions listed under **B. Exclusions** in the Businessowners Special Property Coverage Form:

1. We will not pay for "loss" caused by or resulting from any of the following:
 - a. Theft of animals left in vehicle(s) overnight, or when the described premises are not open for business. But we will pay for such "loss" if the vehicle is in a locked building.
 - b. Dishonest acts by you or anyone else with an interest in the animals, your or their employees or authorized representatives, or anyone entrusted with the animals, whether acting alone or in collusion with others or occurring during hours of employment.
This exclusion does not apply with respect to "loss" resulting directly from dishonest acts committed by any of your employees provided for under any optional Employee Dishonesty Coverage applicable to this policy.
 - c. Delay, misdelivery or unexplained disappearance when there is no evidence that it resulted from a Covered Cause of Loss.
 - d. Neglect by you to use all reasonable means to save and preserve the animals before any "loss."
2. We will not pay for injury or death while an animal is being treated by you or any of your employees, unless such death or injury is caused directly by a Covered Cause of Loss.

III. Section **C. Limits of Insurance** of the Businessowners Special Property Coverage Form is replaced by the following:

1. The most we will pay for "loss" in any one occurrence is the Limit of Insurance shown in the Declarations for Animal Bailee coverage. But in no event will we pay more than **\$2,500** for "loss" of any one animal.
2. The following coverages will not increase the **Limit of Insurance**
 - a. Additional Coverage **A.4.a. Preservation of Property**;
 - b. Additional Coverage **A.4.b. Accidental Injury to Animals**; and
 - c. Coverage Extension **A.5. Accrued Charges**.

IV. Section **D. Deductibles** of the Businessowners Special Property Coverage Form is replaced by the following:

1. We will not pay for "loss" of any one animal until the amount of "loss" exceeds:
 - a. **\$25** for any one animal; or
 - b. **\$100** in any one occurrence if more than four animals are involved.

We will then pay the amount of "loss" in excess of the Deductible up to the applicable **Limit of Insurance**.

2. We will not pay for accidental injury to any one animal as provided under Additional Coverage **A.4.b. Accidental Injury to Animals** until the amount of accidental injury exceeds **\$100**. We will then pay for the amount of accidental injury as provided under Paragraph **A.4.b. Accidental Injury to Animals** in excess of the Deductible up to the applicable Limit of Insurance for this Additional Coverage.

V. ADDITIONAL DEFINITIONS

"Loss" means death or destruction of an animal directly resulting from a Covered Cause of Loss.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ART GALLERY COVERAGE

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

This insurance applies only when the property is covered under Businessowners Special Property Coverage Form. Except as otherwise stated in this endorsement, the terms and conditions of the policy apply to the insurance stated above.

SCHEDULE			
Premises	<u>Occurrence</u>	Limit of Insurance	<u>Per Item</u>
Loc1			
Loc2			
Loc3			

A. The following is added to paragraph **A.2. Property Not Covered:**

g. "Fine Arts" except as provided in the Fine Arts Additional Coverage.

B. The following is added to paragraph **A.5. Additional Coverages:**

n. Fine Arts

- (1)** We will pay for direct loss of or damage to "Fine Arts", whether owned by you or others, and in your care, custody or control while it is:
 - (1)** Located at the scheduled premises;
 - (2)** Located at your residence; or
 - (3)** In transit to or from the scheduled premises using licensed and bonded packers and/or transportation.
- (2)** The Additional Coverage does not apply to property on exhibition at fairgrounds or any type of exhibition, unless such locations are listed and described in the Declarations or the schedule above.
- (3)** The most we will pay for loss in any one occurrence under this Additional Coverage is **\$50,000** at each described premises, but no more than **\$5,000** per item or the amount shown in the schedule above or on the declaration page, if different. Our payment for loss or damage to personal property of others will only be for the account of the owner of the property. The amount payable under this Additional Coverage is additional insurance over the insurance available for Business Personal Property
- (4)** Section **B. Exclusions** does not apply to coverage afforded under this endorsement, except for:
 - (a)** Paragraph **B.1.c.** Governmental Action;
 - (b)** Paragraph **B.1.d.** Nuclear Hazard;
 - (c)** Paragraph **B.1.f.** War and Military Action; and
 - (d)** Paragraph **B.1.g.** Water.

- C.** The following exclusions apply in addition to the exclusions listed under **B.** Exclusions in the Businessowners Special Property Coverage Form.

We will not pay for loss or damage caused by or resulting from any of the following:

1. Delay, loss of use, loss of market, or any other cause of consequential loss.
2. Depreciation or obsolescence.
3. Wear, tear, rust, corrosion, fungus, decay, deterioration, hidden or latent defect, or any quality in property that causes it to damage or destroy itself.
4. Insects, birds, rodents or other animals.
5. Dishonest acts by:
 - (a) You or any of your partners;
 - (b) Your directors or trustees;
 - (c) Your authorized representatives or employees; or
 - (d) Anyone, other than a carrier for hire, to whom you entrust the Covered Property including their employees, for any purpose.Whether acting alone or in collusion with others; and whether or not occurring during hours of employment.
6. Voluntary parting by you or anyone else to whom you have entrusted the property whether or not induced to do so by a fraudulent scheme, trick, device or false pretense.
7. Unauthorized instructions to transfer property to any person or to any place.
8. Theft from any unattended vehicle unless at the time of theft its windows, doors and compartments were closed and locked and there are visible signs of forced entry.
9. Processing or work performed upon the property.

- D.** Property Loss Condition - **Loss Payment E.6.d.(3)(e)** is deleted in its entirety. The following is added to **E.6.d.** of the Loss Payment Property Loss Conditions:

(9) Applicable only to "Fine Arts":

- (a)** The value of "Fine Arts" will be the least of the following amounts:
 - (i)** The actual cash value of that property at the time of loss.
 - (ii)** The cost of reasonably restoring that property to its condition immediately before loss; or
 - (iii)** The cost of replacing that property with substantially identical property.
- (b)** In case of loss or any part of a pair or set we will:
 - (i)** Repair or replace any part to restore the pair or set to its value before the loss; or
 - (ii)** Pay you the full amount of the pair or set, up to **\$5,000** per item of the pair or set subject to the limit shown in **A.5. Limits of Insurance** and you agree to surrender the remaining item(s) of the pair or set to us.

- E.** The following definition is added to Section **H. Definitions.**

8. "Fine Arts" means paintings, etchings, pictures, tapestries, art glass windows, valuable rugs, statuary, marbles, bronzes, antique furniture, rare books, antique silverware, manuscripts, porcelains, rare glass, bric-a-brac, and similar property of rarity, historical value or artistic merit.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy



F A R M E R S

E6283
2nd Edition

**EXCLUSION - ARCHITECTS, ENGINEERS AND
SURVEYORS PROFESSIONAL LIABILITY**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM

A. The following is added to Section B. - Exclusions:

This insurance does not apply to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the rendering or failure to render any professional service including:

1. The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, bids, change orders, designs or specifications; and
2. Supervisory, inspection, engineering or surveying services.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

E6284
3rd Edition

LAUNDRY FACILITIES AND DRY CLEANERS ADDITIONAL COVERAGES

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM CUSTOMERS PROPERTY COVERAGE ENDORSEMENT

The provisions of the Businessowners Special Property Coverage Form and the Customer Property Coverage form apply except as otherwise provided in this endorsement.

A. The following coverages are added to section A.5. of the Businessowners Special Property Coverage Form:

n. Work in Progress

We will pay for loss or damage to property of others caused by the actual work performed upon the "property of others". The most we will pay for one garment is **\$5,000**, but no more than **\$25,000** per occurrence.

o. Unexplained Disappearance or Inventory Shortage

We will pay for loss to property of others due to an unexplained disappearance or shortage found upon taking inventory. The most we will pay for any one garment is **\$5,000**, but no more than **\$25,000** per occurrence.

B. Paragraph B.2.b. of the Customers Property Coverage Endorsement is deleted and replaced by the following:

- b. caused by insects, vermin, wear and tear, gradual deterioration, depreciation, faulty workmanship, unless fire or explosion ensues, and then only for "loss or damage caused by such ensuing fire or explosion;**

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all other terms of the policy.

<i>SERFF Tracking Number:</i>	<i>FARM-125282787</i>	<i>State:</i>	<i>Arkansas</i>
<i>First Filing Company:</i>	<i>Farmers Insurance Exchange, ...</i>	<i>State Tracking Number:</i>	<i>AR-PC-07-026048</i>
<i>Company Tracking Number:</i>	<i>J2AR070906RSBD1</i>		
<i>TOI:</i>	<i>05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI:</i>		<i>05.0002 Businessowners</i>
	<i>Liability</i>		
<i>Product Name:</i>	<i>Retail Service Expansion - Phase II (Forms revision)</i>		
<i>Project Name/Number:</i>	<i>Retail Service Expansion - Phase II (Forms revision)/J-AR-2007-RS-F</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: FARM-125282787 *State:* Arkansas
First Filing Company: Farmers Insurance Exchange, ... *State Tracking Number:* AR-PC-07-026048
Company Tracking Number: J2AR070906RSBD1
TOI: 05.0 Commercial Multi-Peril - Liability & Non- Sub-TOI: 05.0002 Businessowners
Liability
Product Name: Retail Service Expansion - Phase II (Forms revision)
Project Name/Number: Retail Service Expansion - Phase II (Forms revision)/J-AR-2007-RS-F

Supporting Document Schedules

	Review Status:	
Satisfied -Name: Uniform Transmittal Document- Property & Casualty	Approved	09/21/2007
Comments:		
Attachment: PCTD1Form.pdf		


Property & Casualty Transmittal Document (Revised 1/1/07)

1. Reserved for Insurance Dept. Use Only	2. Insurance Department Use only	
	a. Date the filing is received:	
	b. Analyst:	
	c. Disposition:	
	d. Date of disposition of the filing:	
	e. Effective date of filing:	
	New Business	
	Renewal Business	
	f. State Filing #:	
	g. SERFF Filing #:	
h. Subject Codes		

3. Group Name	Farmers Insurance Group			Group NAIC #	0212
4. Company Name(s)	Domicile	NAIC #	FEIN #		
Truck Insurance Exchange	CA	21709	95-2575892		
Farmers Insurance Exchange	CA	21652	95-2575893		
Mid-Century Insurance Company	CA	21687	95-6016640		

5. Company Tracking Number	J2AR070906RSBD1
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Contact Info of Filer(s) or Corporate Officer(s) [include toll-free number]

6. Name and address	Title	Telephone #s	FAX #	e-mail
Charlene Hall 3041 Cochran Street – 5th Flr. Simi Valley, CA 93065	Commercial Contract Manager	805-306-6648	805-306-6646	Charlene Hall @farmersinsurance.com
7. Signature of authorized filer				
8. Please print name of authorized filer		Charlene Hall		

Filing information (see General Instructions for descriptions of these fields)

9. Type of Insurance (TOI)	Commercial Multi-Peril – Line 5.000
10. Sub-Type of Insurance (Sub-TOI)	Commercial Multi-Peril – Line 5.002
11. State Specific Product code(s)(if applicable)[See State Specific Requirements]	
12. Company Program Title (Marketing title)	Commercial Retail & Service
13. Filing Type	<input type="checkbox"/> Rate/Loss Cost <input type="checkbox"/> Rules <input type="checkbox"/> Rates/Rules <input checked="" type="checkbox"/> Forms <input type="checkbox"/> Combination Rates/Rules/Forms <input type="checkbox"/> Withdrawal <input type="checkbox"/> Other (give description)
14. Effective Date(s) Requested	New: November 1, 2007 Renewal: N/A
15. Reference Filing?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16. Reference Organization (if applicable)	N/A
17. Reference Organization # & Title	N/A
18. Company's Date of Filing	September 11, 2007
19. Status of filing in domicile	<input type="checkbox"/> Not Filed <input checked="" type="checkbox"/> Pending <input type="checkbox"/> Authorized <input type="checkbox"/> Disapproved

Property & Casualty Transmittal Document—

20.	This filing transmittal is part of Company Tracking #	J2AR070906RSBD1
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21.	Filing Description [This area can be used in lieu of a cover letter or filing memorandum and is free-form text]
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Farmers Insurance Group of Companies respectfully submits the following seven revised endorsements designed to enhance coverage for our Businessowners Retail and Service Program.

- Spa Services Professional Liability Coverage – E4298 2nd Edition (91-4298 2nd Edition 7-07)
- Customers Property Coverage – E7148 3rd Edition (91-7148 3rd Edition 8-07)
- Veterinarian – Animal Bailee Coverage – E6279 2nd Edition (91-6279 2nd Edition 8-07)
- Pet Services – Animal Bailee Coverage – E6280 2nd Edition (91-6280 2nd Edition 8-07)
- Art Gallery Coverage – E6282 3rd Edition (91-6282 3rd Edition 8-07)
- Exclusion – Architects, Engineers and Surveyors Professional Liability – E6283 2nd Edition (91-6283 2nd Edition 7-07)
- Laundry Facilities and Dry Cleaners Additional Coverages – E6284 3rd Edition (91-6284 3rd Edition 8-07)

Upon review of our Retail and Service portfolio of the previously approved endorsements, we identified the forms listed above to contain either redundant information, incomplete information, or information that may be potentially open to misinterpretation. We submit these forms, seeking clarity, for your approval.

The previous versions of these forms were approved in filing number AR-PC-07-025340.

22.	Filing Fees (Filer must provide check # and fee amount if applicable) [If a state requires you to show how you calculated your filing fees, place that calculation below]
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Check #: 3010639441
Amount: \$150.00

Refer to each state's checklist for additional state specific requirements or instructions on calculating fees.

*****Refer to the each state's checklist for additional state specific requirements (i.e. # of additional copies required, other state specific forms, etc.)**

PC TD-1 pg 2 of 2

FORM FILING SCHEDULE

(This form must be provided **ONLY** when making a filing that includes forms)
 (Do **not** refer to the body of the filing for the forms listing, unless allowed by state.)

1.	This filing transmittal is part of Company Tracking #		J2AR070906RSBD1		
2.	This filing corresponds to rate/rule filing number (Company tracking number of rate/rule filing, if applicable)		N/A		
3.	Form Name /Description/Synopsis	Form # Include edition date	Replacement Or withdrawn?	If replacement, give form # it replaces	Previous state filing number, if required by state
01	Spa Services Professional Liability	91-4298 2 nd edition 7-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	E4298 1 st edition 2	
02	Veterinarian – Animal Bailee Coverage	91-6279 2 nd edition 8-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	E6279 1 st edition 2	
03	Pet Services – Animal Bailee Coverage	91-6280 2 nd edition 8-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	E6280 1 st edition 2	
04	Art Gallery Coverage	91-6282 3 rd edition 8-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	E6282 1 st edition 2	
05	Exclusion – Architects, Engineers and Surveyors Professional Liability	91-6283 2 nd edition 7-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	E6283 1 st edition 2	
06	Laundry Facilities and Dry Cleaners Additional Coverages	91-6284 3 rd edition 8-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	E6284 1 st edition 2	
07	Customers Property Coverage	91-7148 3 rd edition 8-07	<input type="checkbox"/> New <input checked="" type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn	E7148 2 nd edition 4	
08			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
09			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		
10			<input type="checkbox"/> New <input type="checkbox"/> Replacement <input type="checkbox"/> Withdrawn		